

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
BlueLight.com LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 2/12/2003

2. Name and address of receiving party(ies):
Name: Kmart of Michigan, Inc.
Internal Address:
Street Address: 3100 West Big Beaver
City: Troy State: MI ZIP: 48084
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,179,644

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kari M. VanWambeke
Internal Address:
Kmart of Michigan, Inc.
Street Address:
3100 W. Big Beaver Road
City: Troy State: MI ZIP: 48084

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Norma Jean Tumey
Name of Person Signing

Norma Jean Tumey 8/14/2003
Signature Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and review the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (00040285).

REEL: 002699 FRAME: 0475

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

03-05-2003

To the Honorable Commissioner of Pa



Attached original documents or copy thereof

1. Name of conveying party(ies):

BLUELIGHT, COM LLC

102380716

and address of receiving party(ies):

KMART OF MICHIGAN, INC.

Internal Address:

Street Address: 3100 W. BIG BEAVER

City: TROY State: MI ZIP: 48084

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

3-3-03

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached?

Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 2/12/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,179,644

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: KARI M. VANWAMBEKE
Internal Address:

Street Address: KMART OF MICHIGAN, INC.
3100 W. BIG BEAVER

City: TROY State: MI ZIP: 48084

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

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- Authorized to be charged to deposit account

8. Deposit account number:

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

NORMA J. TUNEY
Name of Person Signing

Norma J. Tuney
Signature Date 2/25/03

Total number of pages comprising cover sheet: 1

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REEL: 002699 FRAME: 0476

ASSIGNMENT

ASSIGNMENT made this 12th day of February, 2003, by and between BLUELIGHT.COM LLC, ("Assignor"), a Delaware corporation having its principle place of business at 3100 West Big Beaver Road, Troy, Michigan 48084 to KMART OF MICHIGAN, INC. ("Assignee"), a Michigan corporation having its principal place of business at 3100 West Big Beaver Road, Troy, Michigan 48084. WHEREAS, Assignor owns and has used, or is using the trademark, BLUE LIGHT SPECIAL, Federal Registration No. 1,179,644 in the United States;

WHEREAS, Assignee is desirous of acquiring the Marks and the goodwill of the business associated therewith;

NOW, THEREFORE, in consideration of the sum of ten (\$10.00) dollars and other valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

Assignor warrants that it has good and valid title to the Mark, including the applications and registrations therefor.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

